



THE CITY OF SAN DIEGO

October 3, 2012

William Appleton, Esq.
Senior Vice President & General Counsel
The E. W. Scripps Company
Post Office Box 5380
Cincinnati, OH 45201

Reference: Lease Assignment between McGraw Hill Broadcasting Company, Inc. dba KGTV Channel 10 ("Assignor") and Scripps Media, Inc. ("Assignee") on top Cowles Mountain, San Diego County, California

Dear Mr. Appleton:

The City and County of San Diego have fully executed your Consent to the Assignment of Communication Flat Rate Lease. Enclosed you will find one (1) fully executed copy for your files.

Should you need further assistance, please call me at (619) 236-6264. Thank you.

Very truly yours,

Robert E. Zolezzi
Property Agent

REZ/cb

Enclosures

cc: Leslie FitzGerald, Chief Deputy City Attorney, City Attorney's Office
Shelley Redman, Lease Billing Supervisor, Real Estate Assets

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Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199

Tel (619) 236-6020 Fax (619) 236-6706



County of San Diego

APRIL F. HEINZE, P.E.
Director
(858) 694-2527
FAX (858) 694-8929

FACILITIES OPERATIONS
FLEET MANAGEMENT
MAIL SERVICES
PROJECT MANAGEMENT
REAL ESTATE SERVICES

DEPARTMENT OF GENERAL SERVICES

5560 OVERLAND AVE., STE. 410, SAN DIEGO, CA 92123

September 27, 2012

City of San Diego
Real Estate Assets Attn: Robert Zolezzi
1200 Third Avenue Suite 1700
San Diego CA 92101-4199

RE: COUNTY OF SAN DIEGO – CITY OF SAN DIEGO – ASSIGNMENT OF LEASE – COWLES MOUNTAIN

Enclosed are two fully executed Lease Assignments for a joint City and County lease agreement at Cowles Mountain. If you have any questions please contact me at (858) 694-8996.

GREG LOCKE
Senior Real Property Agent
Real Estate Services Division
County of San Diego

Enclosure (1) Lease Assignment (2 copies)

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CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT OF COMMUNICATION FLAT RATE LEASE

Recitals

- A. THE CITY OF SAN DIEGO, a California municipal corporation ("City"), THE COUNTY OF SAN DIEGO ("County"), and McGRAW-HILL BROADCASTING COMPANY, a New York Corporation dba KGTV CHANNEL 10 ("McGraw"), are parties to that certain CITY OF SAN DIEGO COMMUNICATION FLAT RATE LEASE that was filed in the San Diego City Clerk's Office on AUGUST 4, 2003 as Document No. RR-298304, and related to McGraw's use and occupancy of that certain real property situated in the City of San Diego, State of California, known as "Cowles Mountain" and more particularly described in Exhibit A, *Legal Description of the Site*, and otherwise described in the Lease.
- B. The McGraw-Hill Companies, Inc., a New York corporation and Scripps Media, Inc., a Delaware corporation ("Lessee"), entered into that certain Stock Purchase Agreement, dated October 3, 2011 (the "Sale Agreement"), pursuant to which McGraw-Hill Companies agreed to sell to Lessee all of the outstanding shares of capital stock of McGraw.
- C. The transactions contemplated by the Sale Agreement were consummated on December 30, 2011, and on such date, immediately after the acquisition by Lessee of all of the outstanding capital stock of McGraw, McGraw was merged into Lessee.
- D. As a result of the foregoing transactions, the rights and obligations under the Lease were intended to be assigned to Lessee and Lessee intended to assume such rights and obligations (the "Assignment").

Consent

CITY hereby consents to McGraw's assignment of its rights and obligations to Lessee under the Lease, provided all of the following conditions are and *remain true throughout the term of the Lease*:

- (a) The Sale Agreement of the all the outstanding capital stock of McGraw-Hill Broadcasting Company, a New York corporation dba KGTV Channel 10, to Scripps Media, Inc., a Delaware corporation, is subject to and subordinate to the Lease, as may be amended from time to time, and this Consent; and
- (b) CITY and COUNTY are not bound by any term or condition in the Sale Agreement which in any way conflicts with CITY and COUNTY'S rights or would otherwise result in increasing CITY'S obligations under the Lease.
- (c) SCRIPPS MEDIA, INC. is obligated to pay CITY and COUNTY a processing fee in the amount of One Thousand, Six Hundred, Eighty Dollars (\$1,680.00) in a check made payable to the CITY TREASURER and a second check for One Thousand Five Hundred

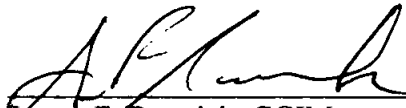
Dollars (\$1,500.00) made payable to COUNTY OF SAN DIEGO, REAL ESTATE SERVICES DIVISION.

- (d) SCRIPPS MEDIA, INC. agrees to assume all of the rights and obligations assigned and that it will keep and perform all covenants, conditions, and provisions of the Lease which are applicable to the rights acquired.

If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the date first set forth below.

Date: 7/19/12

THE CITY OF SAN DIEGO, a California
municipal corporation

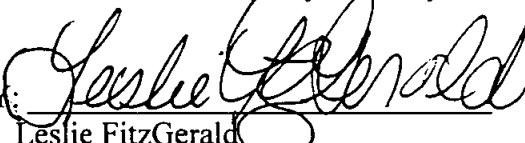
BY: 
James F. Barwick, CCIM
Real Estate Assets Director

THE COUNTY OF SAN DIEGO, a California
municipal corporation

BY: 
APRIL F. HEINZE, P.E.
TITLE: Director, Department of General Services
DATE: 9/24/12

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: 
Leslie FitzGerald
Chief Deputy City Attorney

**Acknowledged and agreed to by McGraw-Hill
Broadcasting Company**

BY: 
William Appleton
Senior Vice President and General Counsel
Date: July 16, 2012

**Acknowledged and agreed to by Scripps
Media, Inc.**

BY: 
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Senior Vice President and General Counsel
Date: July 16, 2012

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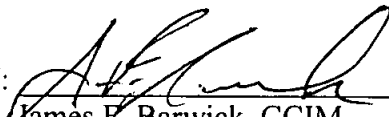
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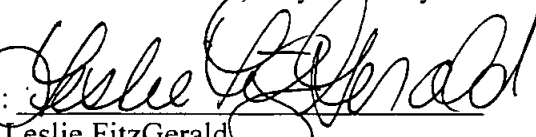
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